

## *St. Louis City Ordinance 63767*

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 363

INTRODUCED BY ALDERMAN MARY ROSS

An ordinance ratifying and approving the Lambert-St. Louis International Airport (the "Airport") Contract Service Agreement for Employee Shuttle Bus Services between the City of St. Louis (the "City") and Huntleigh Transportation Services, Inc. (the "Contractor"), which provides shuttle service for employees of the airlines and other Airport tenants, dated May 4, 1994 (the "Agreement"), approved by the Airport Commission and the Board of Estimate and Apportionment which is attached hereto as "Exhibit 1" and made a part hereof; authorizing the Director of Airports and the Comptroller for the City to enter into and to execute the First Amendment to the Agreement recommended and approved by the Airport Commission and the Board of Estimate and Apportionment which is attached hereto as "Exhibit 2" and made a part hereof (the "First Amendment") which extends the term of the Agreement for three (3) years, requires the Contractor to replace larger buses with smaller and lighter buses, increases the payment rate by Two Dollars and Fifteen Cents (\$ 2.15) per vehicle hour of operation and incorporates all of the Agreement's other terms and conditions at a total estimated cost of One Million, Two Hundred Fifty Nine Thousand, Two Hundred Fifty Dollars (\$1,259,250) per year; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasurer of the City for payment of services authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller of the City; directing that the Agreement as amended by the First Amendment be in compliance with all applicable minority and women business enterprise requirements and in compliance with all applicable Federal, State, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing an emergency clause.

WHEREAS, the City of St. Louis (the "City") and Huntleigh Transportation Services, Inc. (the "Contractor"), are parties to a Contract Service Agreement for Employee Shuttle Bus Services dated May 4, 1994 (the "Agreement"), attached hereto as "Exhibit 1" which provides shuttle service for employees of the airlines and other Lambert-St. Louis International Airport (the "Airport") tenants;

WHEREAS, the Agreement was originally entered into by the City and the Contractor for a three (3) year period to provide shuttle services for the employees of the airlines and Airport tenants using buses with a minimum seating capacity of 35 passengers;

WHEREAS, these heavier buses are causing the Airport's terminal roadway and building beneath it to deteriorate and, therefore, must be removed and replaced with smaller and lighter buses;

WHEREAS, certain other terms and conditions of the Agreement require revision to reflect the increased capital cost to the Contractor of changing and acquiring new lighter vehicles;

WHEREAS, the City and the Contractor desire to amend the Agreement to their mutual benefit; and

WHEREAS, the First Amendment to the Agreement attached hereto as Exhibit "2" has been approved by the Airport Commission and the Board of Estimate and Apportionment.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

SECTION ONE. The Lambert-St. Louis International Airport (the "Airport") Contract Service Agreement for Employee Shuttle Bus Services between the City of St. Louis (the "City") and Huntleigh Transportation Services, Inc. (the "Contractor"), which provides shuttle service for employees of the airlines and other Airport tenants, dated May 4, 1994 (the "Agreement"), approved by the Airport Commission and the Board of Estimate and Apportionment which is attached hereto as "Exhibit 1" and made a part hereof, is hereby ratified and approved.

SECTION TWO. The Director of Airports and the Comptroller for the City are hereby authorized and directed to enter into and to execute the First Amendment to the Agreement recommended and approved by the Airport Commission and the Board of Estimate and Apportionment which is attached hereto as "Exhibit 2" and made a part hereof (the "First Amendment") at a total estimated cost of One Million, Two Hundred Fifty Nine Thousand, Two Hundred Fifty Dollars (\$1,259,250) per year.

SECTION THREE. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City for payment of services authorized herein upon submission of properly certified

vouchers in conformance with procedures established by the Comptroller of the City.

SECTION FOUR. The Agreement as amended by the First Amendment shall be in compliance with all applicable minority and women business enterprise requirements and in compliance with all applicable Federal, State, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

SECTION FIVE. This being an ordinance to provide for the immediate preservation of the public safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of the City Charter and shall become effective immediately upon approval of the Mayor of the City of St. Louis.

#### EXHIBIT 1

AIRPORT NUMBER .....

#### CONTRACT SERVICE AGREEMENT FOR EMPLOYEE SHUTTLE BUS SERVICES

THIS AGREEMENT, made and entered into as of the day of , by and between Huntleigh Transportation Services, Inc. (hereinafter called "Contractor"), and CITY OF ST. LOUIS (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Contractor has the equipment and personnel necessary to provide employee shuttle bus service at Lambert-St. Louis International Airport( the "Airport") and desires to provide such service,

WHEREAS, City desires to obtain such services for airline employees and for employees of other employers located in the Airport;

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Services. The Contractor shall furnish all labor and equipment necessary to perform this service and agrees to and shall pick up, transport and discharge employees of airlines and various other employers located at airport, between the Employee Parking Lot(s) so designated by the City of St. Louis Airport Authority and the Passenger Terminal Buildings at the Airport. City will have the sole right to change bus stops (drop off/pick up points).

Section 2. Schedules. It is understood that departure times from Employee Parking Lot(s) are to be scheduled on a continual-run operation. Total operations will be based on a minimum (96) vehicle hours per day, seven (7) days per week. The present bus routes and scheduled stops is attached hereto and is incorporated herein as Exhibit "A". Authority will have the sole right to schedule the buses and revise said schedule.

Section 3. Term.

A) The term of this agreement shall consist of three (3) years commencing on the first day of the month following the date the City fully executes this Agreement and ending three (3) years thereafter unless sooner terminated in accordance with other provisions of this Agreement. The commencement and expiration dates shall be written in the spaces below.

Commencement Date

Expiration Date

B) City may cancel this Agreement at any time upon Contractor's failure to perform hereunder in the manner satisfactory to City after Contractor has received verbal notice thereof followed by written notice thereof. Such written notice may specify, among other matters, unsatisfactory adherence to schedules, performances of services, unsatisfactory operating practices or unsatisfactory bus equipment. City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in a satisfactory manner.

Contractor shall have ten (10) days from the date of the written notice provided to Contractor to remedy any defect in performance. Failure to do so shall result in automatic termination of this Agreement upon the expiration of said ten (10) day period.

C) City may terminate this Agreement forthwith and without notice to Contractor should Contractor fail to maintain any licenses or permits as required pursuant to Section 12 hereof.

D) This Contractor shall have the right to cancel this Agreement upon 30 days written notice to the City, without penalty, if the City shall fail to properly keep any provisions of this Agreement.

Section 4. Payment. The payment due hereunder shall be at the rate of \$ 20.85 per vehicle hour of operation.

Section 5. Billing and Reports. Contractor will deliver to the City a complete and accurate written billing therefor at least 10 days prior to the 20th day of the following month. Written billing will include any missed trips at a credit rate to the City of \$35.00 per missed trip. Each billing will shall be accompanied by a written report listing as a minimum the following information: (a) Training/re-training accomplished during previous month; (b) monthly vehicle safety and overall condition audits completed for each vehicle, including deficiencies found and corrective action taken; (c) number of trips missed, reason for each and corrective action taken. City reserves the right to audit services provided including frequency of operation for any schedule deviation.

Section 6. Contract Performance Bond. The Airport shall require Contractor to furnish a Performance Bond with surety satisfactory to the City, in the amount of \$150,000.00 and shall guarantee the performance of all Contractor's obligations.

Section 7. Equipment. The Contractor shall provide five (5) primary buses and a demonstrated ability to provide substitute buses to avoid service interruptions. Each bus shall be capable of transporting a minimum of 35 passengers, except as approved by the City, and shall have two (2) entrances/exits. Each bus in service shall be equipped as provided in the Bid award.

Section 8. Personnel and Supervision. It is expressly understood and agreed that Contractor is an independent contractor and that the personnel assigned or utilized to perform services hereunder are employees of Contractor and not employees of City or the other users. Contractor shall exercise exclusive control over such personnel and shall pay all salaries, wages and payroll taxes and any other costs based on payroll, including without limitation, social security, federal and state unemployment insurance, disability benefits and any other local, state or federal taxes or levies as well as any other costs or expenses in connection with such employees. Contractor is solely responsible for the acts

and omissions of such personnel and shall at all times provide the direction and supervision required for their proper performance of services hereunder. Contractor, in addition to bus driver coverage, will provide duly qualified supervisory staff 24 hours per day and each and every day. An Contractor supervisor will be available to cover any bus driver shortage and maintain the scheduled coverage for bus drivers during lunches and work breaks.

Contractor agrees to give prompt attention to resolve any complaint or requested change in procedure with respect to Contractor's employees or the performance of services hereunder.

Section 9. Indemnification. Contractor shall protect, defend, and hold the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the leased premises or the acts or omissions of Contractors officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of Lambert-St. Louis International Airport. Lambert-St. Louis International Airport shall give to Contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Lambert-St. Louis International Airport in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this agreement.

Section 10. Liability Insurance. Contractor, at its expense, at all times during the term hereof, shall cause the City and its Board of Aldermen, Airport Commission, officers, agents and employees and Contractor to be insured against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities of Contractor its officers, agents, employees, and independent contractors pursuant to this Agreement both on the Leased Premises and the Airport under the following types of coverage:

A. General Comprehensive

B. Automobile (all vehicles)

The minimum limits of coverage for each of the above classes of insurance shall equal a single limit of \$5,000,000 comprised of such primary and excess policies of insurance as Contractor finds it feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City shall be named an additional insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City owned or leased property and City and other users personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees and independent contractors on the Airport. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to, and shall not, make the City a partner or joint venturer with Contractor in its operations hereunder.

Section 11. Evidence of Insurance. Certificates, or other evidence of insurance coverage required of Contractor in this Article, shall be delivered to the Director of Airports in form and content satisfactory to the City.

No more than 15 days after renewal of any such policy, Contractor shall submit to the Director of Airports a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Contractor shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director of Airports, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving 30 days notice to the Director of Airports.

Section 12. Permits. Contractor shall obtain and pay for all required State, County and local permits.

Section 13. Assignment. Contractor shall not assign this Agreement without the prior written consent of the City.

Section 14. Suspension. City reserves the right to request Contractor to suspend service hereunder if a labor dispute (including, but not limited to strikes,

slowdowns or work stoppages) occurs which would substantially limit the number of regularly scheduled riders to be served by Contractor. Service hereunder may be suspended in its entirety or for certain hours of the day or night. In such event, the parties hereto shall mutually agree upon the proportionate reduction in the charges to be made due to such suspension.

Section 15. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, P.O. Box 10212, Lambert Station, St. Louis, Missouri, 63145, with a copy to the Airport Properties Manager, at the same address. All notices, demands, and requests by the City to Contractor shall be sent by certified mail, return receipt requested addressed to Huntleigh Transportation Services, Inc., 12 Millpark Court, Maryland Heights, MO 63043 .

The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is received by Contractor or said Director.

Section 16. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Missouri, St. Louis County, and City of St. Louis.

Section 17. Force Majeure. Neither the City nor Contractor shall be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 18. Non Discrimination and Affirmative Action Program.

A. The Contractor hereto understands and agrees that the City in operation and use of Lambert St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations. Contractor hereby agrees that his premises shall be posted to such effect as required by such regulation.



B. Contractor agrees that in performing under this Agreement, neither it nor anyone under its control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. Contractor will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. The Contractor assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

D. Contractor agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however, that Contractor may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Section 19. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 20. Minority Business Enterprise/Women Business Enterprise "MBE"/"WBE" Participation. Contractor accepts the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women business enterprises in contracting and the provisions of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of good and services provided to the City and its subrecipients through the competitive bidding process. The provisions of this policy and the following stipulations apply to this agreement

and all contracts awarded by the City, its departments and to all recipients of City funds and shall be liberally construed for the accomplishments of its and policies and purposes:

**Goal:** A goal of 25% MBE and 5% WBE utilization has been established in connection with this contract. If an award of this contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of this contract to increase MBE/WBE participation and to meet the contract goal.

**Obligation:** The Contractor agrees to take all reasonable steps necessary to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontractors financed by the City of St. Louis Airport Authority provided under this contract agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.

**Eligibility:** Contractor should contact the City of St. Louis Airport Authority MBE/WBE Program Office to obtain a list eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this contract.

**Counting MBE/WBE Participation Toward Goals:** MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.

**Post Award Compliance:** If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the contract.

**Substitution of MBE/WBE Firms After Award:** The contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis Airport MBE/WBE office prior to replacement of the firm.

**Good Faith Efforts:** When the MBE/WBE goal is not met, the Contractor shall document and submit justification utilizing the form titled "Contractor's Good

Faith Efforts Report" and provide a statement as to why the goal could not be met.

Record Keeping Requirement: The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the Airport Authority to determine compliance with the MBE/WBE contract obligations. The Airport Authority reserves the right to investigate, monitor and/or review records for compliance.

Reporting Requirement: The Contractor shall submit monthly reports on MBE/WBE involvement to the Airport Authority.

Applicability of Provisions to MBE/WBE Contractors: These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by a MBE/WBE contractor shall be presumed to have met the prescribed goal. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

Attached as Exhibit "B" are copies of the agreements executed by Huntleigh Transportation Services, Inc. with their MBE and WBE participants.

Section 21. Americans with Disabilities Act (ADA). Operator shall be responsible for compliance with the Federal ADA, plus any State laws and City ordinances pertaining to the disabled individual having access to the Operator's services.

Section 22. Prevailing Wage. The Operator agrees to pay all employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or its authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year first above written.

The foregoing Agreement was approved by the Airport Commission at its meeting on the 2nd day of February , 1994.

Commission Chairman  
and Airport Director

Date

APPROVED AS TO FORM ONLY COUNTERSIGNED

City Counselor  
City of St. Louis

Date

Comptroller  
City of St. Louis

Date

Register,  
City of St. Louis

Date

The foregoing Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on the day of , 1994.

Secretary,  
Board of Estimate & Apportionment

Date

(CONTRACTOR)  
Title:  
Date:

EXHIBIT "A"

EMPLOYEE SHUTTLE BUS SERVICE

## LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

### BUS ROUTES AND SCHEDULED STOPS:

#### 1. Route A:

- Depart Employee Parking Lot at Cypress and Hunter Roads;
- Proceed to Air National Guard;
- Continue from Air National Guard to Terminal Exit No. 14;
- Proceed from Terminal Exit No. 14 to Air National Guard;
- Continue from Air National Guard back to Employee Lot at Hunter and Cypress Roads, making appropriate shelter stops on the Lot and return on routing.

The Contractor will make every effort to maintain the schedule and must ensure that the entire route is serviced on each trip. If at times road traffic interferes with the schedule, the Contractor will attempt to restore the scheduled operating times conducive with safety.

#### 2. Route B:

- Depart Employee Parking Lot at Cypress and Hunter Roads;
- Proceed to Air National Guard;
- Continue from Air National Guard to East Terminal;
- Proceed from East Terminal to Air National Guard;
- Continue from Air National Guard back to Employee Lot at Hunter and Cypress Roads, making appropriate shelter stops on the Lot and return on routing.

The Contractor will make every effort to maintain the schedule and must ensure that the entire route is serviced on each trip. If at times road traffic interferes with the schedule, the Contractor will attempt to restore the scheduled

operating times conducive with safety.

## EXHIBIT 2

FIRST AMENDMENT  
TO  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT  
CONTRACT SERVICE AGREEMENT  
FOR  
EMPLOYEE SHUTTLE BUS SERVICES

THIS FIRST AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996 ("the First Amendment"), by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City"), and HUNTLEIGH TRANSPORTATION SERVICES, INC. ("the Contractor").

WITNESSETH THAT:

WHEREAS, the City and the Contractor are parties to a Contract Service Agreement for Employee Shuttle Bus Services dated May 4, 1994 ("the Agreement");

WHEREAS, the Agreement was originally entered into by the Contractor and the City for a three year period to provide employee shuttle bus services with buses with a minimum seating capacity of 35 passengers;

WHEREAS, these buses have been determined to be too heavy and are causing the terminal roadway and building beneath it to deteriorate;

WHEREAS, these buses must be removed from the terminal roadway to prevent further deterioration;

WHEREAS, smaller buses must be substituted to replace the larger buses;

WHEREAS, certain other terms and conditions of the Agreement require revision to reflect the increased capital cost to the Contractor of changing and acquiring new vehicles; and

WHEREAS, the City and the Contractor desire to amend the Agreement to their mutual benefit.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Contractor agree as follows:

Section 1. The last three sentences of Section 2 of the Agreement are deleted in its entirety and the following are substituted in its place:

Total operations will initially be based on a minimum of one hundred forty-six (146) vehicle hours per day, seven (7) days per week. The anticipated bus routes and schedule stops are attached hereto and is incorporated herein as Exhibit "C". The City shall have the sole right to schedule the buses and revise said schedule, including the number of vehicle hours of operation per day, routes, and stops.

Section 2. Section 3, Subsection A of the Agreement is deleted in its entirety and the following is substituted in its place:

A) The term of this agreement shall consist of six (6) years commencing on June 1, 1994, and ending six (6) years later on May 31, 2000, unless sooner terminated in accordance with other provisions of the Agreement.

Section 3. Section 4 of the Agreement is deleted in its entirety and the following is substituted in its place:

Section 4. Payment. The buses meeting the specifications set forth in Section 7 of the Agreement shall be paid at the rate of twenty-three dollars (\$23.00) per vehicle hour of operation.

Section 4. Section 7 of the Agreement is deleted in its entirety and the following is substituted in its place:

Section 7. Equipment. As soon as possible during the year 1996, the Contractor shall provide sufficient primary buses to meet schedule requirements and a demonstrated ability to provide substitute buses to avoid service interruptions. Each bus shall be air-conditioned, be equipped with a luggage rack, be configured for perimeter seating, and capable of transporting as many passengers as possible, but may not exceed a maximum axle loading of 8,500 pounds per axle (or pair of rear axles) when fully loaded or a maximum gross vehicle weight of 22,000 pounds when fully loaded.

Section 5. A Section 23 is hereby added to the Agreement as follows:

Section 23. Funds Available. The First Amendment to the Agreement is subject to funds being made available by annual appropriation by Ordinance enacted by the City of St. Louis Board of Alderman.

Section 6. A Section 24 is hereby added to the Agreement as follows:

Section 24. Conditions. All other terms and conditions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment to the Agreement as of the day and year first above written.

Pursuant to City of St. Louis Ordinance Number  
\_\_\_\_\_ approved  
\_\_\_\_\_.

HUNTLEIGH TRANSPORTATION SERVICES, INC.

CONTRACTOR

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT ST.  
LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on \_\_\_\_\_, 1996.

\_\_\_\_\_  
Commission Chairman and Director of Airports

Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on \_\_\_\_\_, 1996.



\_\_\_\_\_  
Secretary, Board of Estimate and Apportionment

Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor,  
City of St. Louis  
Date

\_\_\_\_\_  
Comptroller,  
City of St. Louis  
Date

\_\_\_\_\_  
Register,  
City of St. Louis  
Date

FIRST AMENDMENT  
TO  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT  
CONTRACT SERVICE AGREEMENT  
FOR  
EMPLOYEE SHUTTLE BUS SERVICES

THIS FIRST AMENDMENT, entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 1996 ("the First Amendment"), by and between the CITY  
OF ST. LOUIS, a municipal corporation of the State of Missouri ("City"), and  
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WITNESSETH THAT:

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WHEREAS, the Agreement was originally entered into by the Contractor and the City for a three year period to provide employee shuttle bus services with buses with a minimum seating capacity of 35 passengers;

WHEREAS, these buses have been determined to be too heavy and are causing the terminal roadway and building beneath it to deteriorate;

WHEREAS, these buses must be removed from the terminal roadway to prevent further deterioration;

WHEREAS, smaller buses must be substituted to replace the larger buses;

WHEREAS, certain other terms and conditions of the Agreement require revision to reflect the increased capital cost to the Contractor of changing and acquiring new vehicles; and

WHEREAS, the City and the Contractor desire to amend the Agreement to their mutual benefit.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Contractor agree as follows:

Section 1. The last three sentences of Section 2 of the Agreement are deleted in its entirety and the following are substituted in its place:

Total operations will initially be based on a minimum of one hundred forty-six (146) vehicle hours per day, seven (7) days per week. The anticipated bus routes and schedule stops are attached hereto and is incorporated herein as Exhibit "C". The City shall have the sole right to schedule the buses and revise said schedule, including the number of vehicle hours of operation per day, routes, and stops.

Section 2. Section 3, Subsection A of the Agreement is deleted in its entirety and the following is substituted in its place:

A) The term of this agreement shall consist of six (6) years commencing on June 1, 1994, and ending six (6) years later on May 31, 2000, unless sooner terminated in accordance with other provisions of the Agreement.

Section 3. Section 4 of the Agreement is deleted in its entirety and the following is substituted in its place:

Section 4. Payment. The buses meeting the specifications set forth in Section 7 of the Agreement shall be paid at the rate of twenty-three dollars (\$23.00) per vehicle hour of operation.

Section 4. Section 7 of the Agreement is deleted in its entirety and the following is substituted in its place:

Section 7. Equipment. As soon as possible during the year 1996, the Contractor shall provide sufficient primary buses to meet schedule requirements and a demonstrated ability to provide substitute buses to avoid service interruptions. Each bus shall be air-conditioned, be equipped with a luggage rack, be configured for perimeter seating, and capable of transporting as many passengers as possible, but may not exceed a maximum axle loading of 8,500 pounds per axle (or pair of rear axles) when fully loaded or a maximum gross vehicle weight of 22,000 pounds when fully loaded.

Section 5. A Section 23 is hereby added to the Agreement as follows:

Section 23. Funds Available. The First Amendment to the Agreement is subject to funds being made available by annual appropriation by Ordinance enacted by the City of St. Louis Board of Alderman.

Section 6. A Section 24 is hereby added to the Agreement as follows:

Section 24. Conditions. All other terms and conditions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment to the Agreement as of the day and year first above written.

Pursuant to City of St. Louis Ordinance Number  
\_\_\_\_\_ approved

\_\_\_\_\_.

HUNTLEIGH TRANSPORTATION SERVICES, INC.  
CONTRACTOR

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT ST.  
LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its  
meeting on \_\_\_\_\_, 1996.

\_\_\_\_\_  
Commission Chairman and Director of Airports

Date

The foregoing Agreement was approved by the Board of Estimate and  
Apportionment at its meeting on \_\_\_\_\_, 1996.

\_\_\_\_\_  
Secretary,  
Board of Estimate and Apportionment  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor,  
City of St. Louis  
Date

\_\_\_\_\_  
Comptroller,  
City of St. Louis  
Date

\_\_\_\_\_  
Register,  
City of St. Louis  
Date

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
02/23/96	02/23/96>	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
03/22/96			03/22/96	04/15/96
ORDINANCE	VETOED		VETO OVR	
63767				